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But the editor reminds me that his plans for this number of the *REVIEW* involve the publishing of some other good material and this must be cut off. The succeeding chapters deal in the same interesting way with three of our own great law writers of the earlier period, Professor James Kent, Edward Livingston, and Henry Wheaton. I ought to be permitted to tell something of what is in these later chapters, but am not. It's good stuff.

The book is supplemented with an Appendix of bibliographical suggestions, not less valuable than the matter it supplements.

There may be as delightful reading as "Men and Books Famous in the Law," which law students or the lawyer with a scholarly interest in his profession may pick up for an odd hour or two, but they are far to seek. I don't know Professor Hicks. I don't know whether he smokes a pipe,—an awfully bad habit,—but if one reads his book he'll fancy he's by the professor's fireside with the professor in his house coat and slippers, smoking his pipe and telling his story.

V. H. LANE.

CASES ON THE LAW OF CONTRACTS. By George P. Costigan, Jr. Chicago: Callaghan & Co. 1921. Pp. xxviii, 1489.

CASES ON THE LAW OF CONTRACTS. By Arthur L. Corbin. St. Paul: West Publishing Co. 1921. Pp. xxiv, 1514.

It was to be anticipated that such able and thorough workers in the field as Professors Costigan and Corbin would, sooner or later, give us the benefit of the maturity of thought resulting from their many years of experience in teaching the law of Contracts. It is gratifying to note that both books evidence a high order of scholarship. Of course, no book on this subject could be expected to fail to show traces of the influence exerted by the epoch-making collections of Langdell and Williston, and the authors do not pretend that they have produced anything revolutionary. The topics presented and the relative proportions of space devoted to each in the two books are in the main the same, and in this respect they do not differ radically from the earlier collections. The points of departure consist principally in the choice and topical arrangement of the materials, in the order of development of the subject matter, and in the point of view presented. Approximately two-thirds to three-fourths of the cases do not appear in the earlier collections.

Professor Costigan has avowedly emphasized the historical side of the subject, although it must not be supposed that the modern developments have been neglected. At least two-thirds of the cases are American. At appropriate places there have been inserted excerpts from text-writers and from writers of Law Review articles on historical points. These have been put in, so the author tells us, not primarily for classroom use, but rather with the hope that the student will gain enough from them to make him curious to know more about the history of the subject. Only the barest outline of topics is presented. Sub-headings have been entirely omitted except in case of the topic Performance, and here only a very few have been inserted.

A careful index is appended to make possible a ready reference to the assembled materials. One feature, which seems to the present writer to be of doubtful utility, is the addition of quite copious foot-notes, many of which do not merely state similar problems and variations of the questions raised by the principal case but in addition and in large measure contain excerpts from opinions in other cases or statements by the author which give the solution, not only of the problem in the principal case, but also of the suggested problems. These notes are invaluable to the teacher, but often, it seems to the reviewer, are inimical to the best interests of the student, since they do not leave enough to his own initiative. Professor Costigan follows the historical order and treats of Sealed Contracts first. The cases on the Statute of Frauds are placed after those on Performance and Illegality and before the cases on the subject of the Discharge of Contracts.

Professor Corbin's avowed object is in some respects a more immediately practical one. His collection is intended primarily to furnish introductory material to answer the question, "What are our American Courts going to decide tomorrow?" Accordingly, we find that more than one-third of the cases included have been decided since 1900, while less than one-third are English cases. There is very little in the collection that is of merely historical value. The main topics have been subdivided to a considerable extent, the sub-headings suggesting the content of the cases included thereunder. No doubt, reasonable men may well differ in regard to the question as to whether Professor Corbin's practice in this matter is to be preferred. A careful index is appended. The text is not overburdened with foot-notes, although there is a sufficient number to indicate the trend of the authorities and to suggest variations in the principles presented in the cases. Enough is left to the imagination of the student to stimulate his curiosity. The cases on the Statute of Frauds are placed at the very end of the book, while those relating to Third Party Beneficiaries, Assignment, and Joint Contractors come after the cases on the Discharge of Contract and before the subject of Illegality.

Both books have more material on the nature of offers than is found in the earlier collections, and this seems to be a commendable feature.

The present writer hesitates to express any opinion in regard to the order of treatment and the teachability of the materials, for the reason that the only safe test to determine the desirability of a case book in these respects is, after all, the test of actual use in the classroom. In view of the recognized ability and long experience of both authors in using the cases and other authorities here gathered together, it is safe to assume that their books will not be found wanting in these particulars. With these books added to those already in general use, the teacher of Contracts has an imposing array from which to choose.

GROVER C. GRISMORE.